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IN THE MATTER OF FACT-FINDING

Before

RICHARD D. SAMBUCCO, FACT-FINDER

LAWRENCE COUNTY BOARD OF	)	
MENTAL RETARDATION AND	)	
DEVELOPMENTAL DISABILITIES	)	FINDINGS OF FACT
	)	
and	)	and
	)	
OHIO ASSOCIATION OF	)	RECOMMENDATIONS
PUBLIC SCHOOL EMPLOYEES	)	
(OAPSE) LOCAL NO. 4	)	

SERB CASE NO. 97-MED-10-1159

REPRESENTING THE EMPLOYER: Mr. Robert W. Cross  
 Cross Management Consulting  
 8593 Ohio River Road  
 Wheelersburg, OH 45694

REPRESENTING THE UNION: Mr. Clifton L. Barger  
 Field Representative  
 OAPSE, Franklin Field Office  
 8401 Claude Thomas Road - Suite 34  
 Franklin, OH 45005-1415

DATE OF HEARING: February 20, 1998

LOCATION OF HEARING: Coal Grove, Ohio

## **PRELIMINARY STATEMENT**

On February 20, 1998, a fact-finding hearing was held in Coal Grove, Ohio between the Lawrence County Board of Mental Retardation and Developmental Disabilities, hereinafter referred to as the "Employer", and the Ohio Association of Public School Employees, Local No. 4 (OAPSE), hereinafter referred to as the "Union".

Richard D. Sambuco was mutually selected by the parties through the administrative services of the Ohio State Employment Relations Board (SERB) to serve as Impartial Fact-Finder.

The Employer's position was presented by Robert W. Cross of Cross Management Consulting, Inc. Also present for the Employer was Jim Thacker, Superintendent; Jerry Jenkins, Consultant; and Paul B. Mollett, W. S. Director.

The Union's position was presented by Clifton Barger, Field Representative. Also present for the Union was Philip Johnson, President; Don Mays, Randy Lavender and Donald Leffingwell.

The bargaining unit consists of ten (10) members: eight (8) Bus Drivers and two (2) Mechanics, and was recently certified by SERB under 97-REP-02-0027 on June 13, 1997.

Since the initial certification, the parties, in an effort to negotiate a first-time agreement, met on the following dates:

- 7/17/97 Parties exchanged proposals
- 8/5/97 Negotiation session
- 8/19/97 Negotiation session
- 9/4/97 Negotiation session
- 9/10/97 Negotiation session

- 9/25/97 Negotiation session; impasse declared
- 12/8/97 Mediation with SERB Mediator Mike Monfils
- 12/17/97 Mediation with SERB Mediator Mike Monfils
- 2/13/97 Fact-Finding scheduled with Richard Sambuco

Following two (2) requests for extensions, which were granted by this Fact-Finder, a fact-finding hearing was held on Friday, February 20, 1998.

The fact-finding hearing began promptly at 10:00 a.m., with both parties agreeing to mediation, which lasted until 12:00 noon.

Thirteen (13) unresolved issues were originally presented by the parties, with each party presenting their opening statements and respective positions with regard to the issues.

Following this initial meeting, the Fact-Finder met individually with the representatives of each party to explore the strengths and weaknesses of each party's position.

The hearing adjourned at 12:00 noon for two purposes: lunch, and to allow the parties to reconsider their positions.

The hearing reconvened at 1:15 p.m., with only the chief negotiators from each party and the Fact-Finder.

Following intense discussion, in which the parties reaffirmed their respective positions, the hearing adjourned at 2:45 p.m.

The parties mutually agreed to extend the time limits for the Fact-Finder's report to thirty (30) days from the date of the Hearing.

Since this is a first-time contract (i.e., no previous contract to refer to), the Fact-Finder will submit recommendations in language that can be easily added to a collective bargaining agreement and allow the parties to insert the Article numbers (see attachments).

The following issues were resolved by mediation:

1. Calamity days
2. Maintenance of Standards/Integrity Agreement
3. Hours of Work and Overtime

The following issues remained at impasse and were left to the Fact-Finder's recommendations:

1. Contracting/Subcontracting
2. Transportation Rotation, Extra Trips/Field Trips
3. Vacations
4. Holiday Pay
5. Severance Pay
6. Earned Personal Leave
7. Health Insurance
8. Appendix A
9. Fair Share Fee
10. Contract Duration

The following pages include findings of fact on issues, the positions of the Employer and the Union, and recommendations of the Fact-Finder.

In arriving at my recommendations, consideration was given to criteria listed in Rule 4117-9-05(J) of the State Employment Relations Board.

Consideration was also given to the ultimate objective of negotiation, mediation and fact-finding (i.e., making recommendations that both parties will deem acceptable), a mutually satisfactory collective bargaining agreement.

I am quite confident of the chief negotiators' expertise, experience and ability to negotiate a successful agreement. I am also aware that each of them (Mr. Cross and Mr. Barger) must be responsive to their individual constituencies.

It has been my experience that during the negotiation of a first-time collective bargaining agreement, each constituency group, either from lack of experience or understanding of the negotiation process, will adopt rigid positions, for a variety of reasons (i.e., emotional and others) on specific issues, thereby overlooking the ultimate objective, a mutually satisfactory (not perfect) collective bargaining agreement.

Even when you explain that everyone does not get everything they want during negotiation, they acknowledge their understanding of that process, while subconsciously reinforcing their position as the correct one.

Unfortunately, the fact-finding process is the last step in the process, and if unsuccessful, could lead to a situation that both parties might find distasteful.

Therefore, my recommendations are based not only on Rule 4117-09-05(J) of the SERB, but also on the environment in which these recommendations are made.

## **ISSUES AT IMPASSE: FINDINGS OF FACT**

### **1.) CONTRACTING/SUBCONTRACTING**

#### **Position of the Union:**

The Union proposes contracting out language as follows: "The Employer agrees that it will not contract or subcontract work out except in cases where: (1) bargaining unit employees do not possess the skill or ability in sufficient numbers to perform the required work; or (2) specialized, professional, or technical services are required; or (3) equipment is unavailable within the Agency; or (4) time or delivery of supplies or the schedule of the completion of the project cannot be met with existing personnel; or (5) the Employer cannot produce the work as efficiently and/or economically with its own personnel."

**Position of the Employer:**

Management is strongly opposed to any language that infringes upon their right to efficiently manage the operation. Management points out that the parties have already agreed to a MANAGEMENT RIGHTS clause, which essentially follows the language of ORC 4117.08(c)(1) through 4117.08(c)(9). Management further argues that any additional restrictions on their right to manage would not be conducive to an effective and efficient organization.

**Fact-Finder Recommendation:**

In recognition of the fact that many organizations in the private sector are moving toward increased subcontracting (i.e., contracting out) as an efficiency incentive, the Employer's position is sustained. This Fact-Finder does not recommend subcontracting language to be included in the Agreement.

**2.) TRANSPORTATION ROTATION  
OF EXTRA TRIPS/FIELD TRIPS**

**Position of the Union:**

The Union proposes the following language: "All extra trips not able to be handled by the full-time seasonal drivers shall be first offered to the driver if applicable, who is regularly assigned to the route in which the extra trip occurs. If the regular driver is not available, the trip shall be awarded to the other drivers on a rotation basis. Any driver that is selected for extra trips shall sign up on the extra trip list. After the initial list is established, any driver wanting to be added to the driver extra trip list shall be placed at the bottom of the list.

Extra trips which are performed by bargaining unit members will be assigned on a rotation basis from the extra trip list in order of division seniority, starting with the most senior driver and proceeding to the least senior driver. Separate extra trips shall be prepared for drivers. Drivers will, where possible, be given three (3) days notice of extra trips. A driver who rejects the extra trip assignment rotates to the bottom of the list."

**Position of the Employer:**

Management is opposed to the Union's proposal due to special circumstances.

**Fact-Finder Recommendation:**

I recommend the language as presented in the Union's proposal above, with the deletion of the phrase "if applicable" in the first sentence and the substitution of "interested in", in

place of "selected for" in the next to the last sentence. I also recommend the addition of the sentence: "The Extra Trip List will be posted on the bulletin board on a weekly basis." (See attachment).

### **3.) VACATIONS**

#### **Position of the Union:**

The Union's proposal provides vacation entitlement for twelve (12) month part-time employees and employees scheduled less than eighty (80) hours per pay period.

#### **Position of the Employer:**

Management's proposal does not provide for vacation for part-time employees.

#### **Fact-Finder Recommendation:**

Essentially, the Employer and the Union are in agreement with regard to: "amount of vacation entitlement based on years of service" and method of vacation accrual on a bi-weekly basis.

I recommend the language proposed by Management (dated 7/17/97), with the following additions:

The following sentence added to Paragraph C of Management's proposal "Twelve (12) month part-time employees must complete one (1) year of service to be eligible for ten (10) days vacation, as outlined in Paragraphs B-1 and B-2 of Paragraph B above.

- B-1. Part-time employees, five (5) days vacation during Christmas Break
- B-2. Part-time employees, five (5) days vacation during the month of July to be determined by the Lawrence County Board of MR/DD

### **4.) HOLIDAY PAY**

#### **Position of the Union:**

The Union's proposal calls for eleven (11) paid holidays, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Day before Independence Day	Christmas Day
Independence Day	

The Union's proposal also contains language, as follows:

If Christmas falls on Saturday, it will be observed on the preceding Friday and the Program will be closed the entire week before Christmas. If Christmas falls on Sunday, it will be observed on the following Monday and the Program will be closed the week after Christmas.

**Position of the Employer:**

The Employer's proposal calls for ten (10) paid holidays, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Employer's proposal also contains language, as follows:

If any of the holidays specified in Paragraph A fall on a Saturday, the Friday immediately preceding shall be observed as the day off. If any of the holidays specified in Paragraph A fall on a Sunday, the Monday immediately following shall be observed as the day off.

**Fact-Finder's Recommendation:**

Both parties are in basic agreement with regard to how to handle a holiday when it falls on a Saturday or Sunday. This is typical language found in both public sector and private sector agreements around the state. What is not typical is the Union's proposal to shut down the operation either before Christmas or after Christmas, depending on whether the holiday falls on a Saturday or Sunday. This Fact-Finder cannot in good conscience recommend the Union's proposed language.

A survey of three (3) county MR/DD's (Brown, Guernsey and Washington) and seven (7) school districts (Chesapeake, Coal Grove, Fairland, Rock Hill, Symmes Valley and Ironton City Schools) reveal a minimum of seven (7) and a maximum of ten (10) paid holidays for these organizations.

In this instant case, the Union proposes eleven (11) holidays and the Employer proposes ten (10).

Given the unacceptable language of the Union's proposal, this Fact-Finder recommends the Employer's language proposal with the addition of Christmas Eve as an eleventh (11) paid holiday.

This represents a compromise to both parties proposals and should not place a hardship on the organization since very little productive work (in many organizations) is performed on Christmas Eve.

## **5.) SEVERANCE PAY**

### **Union's Position:**

The Union proposes that at the time of retirement or severance for any reason from active service, an employee may elect to be paid in cash for fifty percent (50%) of the value of his/her earned, but unused, sick leave credit, not to exceed one hundred (100) days of accrued but unused sick leave. To qualify for such payment, the employee should have had ten (10) or more years of service with the county, state or political subdivision.

### **Employer's Position:**

Management proposes the standard language found in Ohio Revised Code 124.39, where one-fourth of 120 days, up to 30 days, is paid out at retirement.

### **Fact-Finder's Recommendation:**

This Fact-Finder has problems with the Union's proposed language of "severance for any reason from active service" for three reasons:

1. Ohio Revised Code stipulates "retirement" means disability or service retirement under a state or municipal system in this state.
2. If an employee is terminated for just cause, he/she contributed to their severance from active service and it would be difficult to ethically justify the awarding of sick leave dollars.
3. If an employee voluntarily terminates employment to accept other employment, should they be allowed to take sick leave dollars with them? This essentially defeats the original purpose of sick leave benefits (i.e., sick leave is available for people who are sick.)

There are other reasons for severance from active service (i.e., moving out of the area and spouse being transferred), but we must not lose sight of the purpose of sick pay, and any deviation from this original purpose could result in dollars being taken away from wages or other improvements in benefits.

I recommend the language proposed by management with a slight modification to Paragraph B, as follows:

Change "fifteen (15) or more years of service" to "ten (10) or more years of service" (See attachment).

This represents a slight compromise for a first-time Collective Bargaining Agreement and provides consistency with P.E.R.S. requirements for pension vesting.

## **6.) EARNED PERSONAL LEAVE**

Rather than hinder the possibility of reaching a mutually satisfactory agreement, the parties, through mediation efforts, agreed to management's proposed language of 9/25/97, with one slight modification. That modification is to change "four (4) months without using any sick leave" to "three (3) months without using any sick leave."

See the Fact-Finder's recommended language attached.

## **7.) HEALTH INSURANCE**

### **Union's Position:**

The Union proposes health insurance coverage for all full and part-time bargaining unit employees who are regularly scheduled to work at least twenty (20) hours per week. The Union also proposes that management pay seventy-five percent (75%) of the insurance premium and the employees will pay twenty-five percent (25%) of the insurance premium. The Union argues that there are only two (2) part-time employees that need and/or want the health insurance coverage, and they cannot pay fifty percent (50%) of the premium working part-time at the rate they are being paid. The Union also contends that management pays seventy-five percent (75%) of the premium for all other employees outside the bargaining unit, and they want to be treated the same way. The Union also states that bus drivers drive approximately thirty-five (35) hours per week.

### **Employer's Position:**

Management proposes paying seventy-five percent (75%) of the premium for full-time employees and fifty-percent (50%) of the premium for those part-time employees who work twenty (20) hours per week, thirty-six (36) weeks per year.

### **Fact-Finder's Recommendation:**

A part-time employee who works twenty (20) hours per week at the Employer's proposed hourly rate will earn \$600.00 per month (20 hrs. x \$7.50 x 4 weeks). Health insurance for a family plan approximates \$425.00 per month. Fifty percent (50%) of that premium cost is \$212.50. Once that premium (\$212.50) is deducted, along with the legal deductions

(Federal, State and Social Security taxes) from the employee's paycheck, there is very little left and virtually no incentive to work part-time.

Again with an eye on our overall objective (i.e., a mutually satisfactory agreement), and three critical issues (Fair Share Fee, Duration of Contract and Appendix A) yet to be resolved, I am recommending that the Employer pay up to seventy-five percent (75%) of the health insurance premium for all full-time employees and all part-time employees who work at least thirty (30) hours per week, twenty-six (26) weeks or more per year. For those employees who do not work at least thirty (30) hours per week, twenty-six (26) weeks or more per year, the Employer will pay fifty percent (50%) of the health insurance premium. This recommendation is subject to my recommendation for contract length.

I believe this recommendation strikes a compromise between the two parties' proposals, addresses the Union's contention that drivers work approximately thirty-five (35) hours per week, and instills an incentive into management to save money through judicious scheduling of part-time drivers. Twenty-six (26) weeks (one-half year) seemed a much more realistic benchmark than the thirty-six (36) weeks proposed by the Employer.

## **8.) APPENDIX "A" DRIVERS' PAY SCHEDULE**

### **Union's Position:**

The Union argues that the pay scale, particularly for those at the entry level and lower end of the experience level, is too low for those employees with families, and especially when Management is asking them to pay fifty percent (50%) of their health insurance premium while working part-time.

### **Employer's Position:**

The Employer proposes a pay scale for the Bus Drivers and three percent (3%) added to the Mechanics' pay scale during the first year, with reopeners for the second and third year of the contract. The Employer also contends that a three percent (3%) increase has already been added to the first four steps of the Bus Drivers' pay schedule.

### **Fact-Finder's Recommendation:**

Contrary to the Employer's contention, I have examined closely the comparable wages of bus drivers in nine other counties (Adams, Gallia, Guernsey, Highland, Madison, Meigs, Perry, Scioto and Washington) and find that the starting wage for Lawrence County bus drivers is lower than eight of the nine counties examined.

Therefore, I recommend that the first four (4) steps of the bus drivers' hourly rate be increased by fifteen cents (\$.15) per hour, as follows:

<u>EXPERIENCE</u>	<u>HOURLY RATE (From)</u>	<u>HOURLY RATE (To)</u>
0	7.50	7.65
1	7.85	8.00
2	8.20	8.35
3	8.55	8.70
4	8.90	9.05

I do not recommend any changes to steps five through fifteen. They will remain as presented in Management's proposal of 7/17/97.

### **9.) FAIR SHARE FEE**

#### **Union's Position:**

The Union's proposal is language that appears to be reproduced from another collective bargaining agreement, which essentially outlines procedural requirements between the Employer and the Union for collecting a Fair Share Fee. In this procedural language, the Union states "The Union shall prescribe a rebate procedure which complies with applicable state and federal law."

When I asked if any of the ten (10) bargaining unit members were not members of the Union, I was told that all ten were supportive of the Union.

The Union also stated they would be agreeable to a three (3) year contract if they got Fair Share language.

#### **Employer's Position:**

The Employer is adamantly opposed to any Fair Share provision. Management opposes involuntary payment of Union fees. Should be a cooperatively agreed item, not mandated, according to management.

#### **Fact-Finder's Recommendation:**

Fair Share Fee is an issue that causes much trepidation among Boards of Directors, either because of philosophical beliefs that engender emotional response, personality conflict, or lack of understanding of what is involved. Many employees do not understand the rationale behind a Fair Share Fee.

The Collective Bargaining Law in both the public sector and the private sector mandates that once any Union is certified as representing a group of employees in a bargaining unit, the Union must represent all employees in that bargaining unit, whether they are members of the Union or not.

The basic union argument is that non-union employees benefit from gains achieved by the Union at the bargaining table and throughout the life of the contract. Those wages, working conditions, etc., negotiated by the Union apply to all employees in the bargaining unit, whether or not they are members of the Union. Therefore, a Union argues it is only fair that non-union employees pay a fee to the Union for benefits received due to the Union's efforts.

It doesn't take much imagination to appreciate the impact on the morale of any organization, where certain members take advantage of the benefits, but do not pull their weight.

Having said that, in recognition of the Employer's strong stand against a Fair Share Fee, and our ultimate objective of a mutually satisfactory agreement, I cannot recommend a Fair Share provision, subject to my recommendation for contract duration.

## **10.) DURATION**

### **Union's Position:**

The Union proposes a one (1) year agreement. They add that they could live with a three (3) year agreement if they get the Fair Share provision.

### **Employer's Position:**

Management proposes a three (3) year contract.

### **Fact-Finder's Recommendation:**

Throughout this report, I have been emphasizing the importance of arriving at a mutually satisfactory agreement. This obviously requires the approval of both the Union members, through ratification, and the Board's approval.

The Union only has ten (10) members. I am not aware of how many members make up the Board. It is safe to assume that in a small group, one vote either way can make or break a critical situation.

The parties are embarking on a new working relationship, much different than what endured in the past.

It would be my hope that after a year of interaction in this new relationship, through experience, education and discussion with colleagues in similar situations, the parties will be in a much better position to appreciate each other's unique position.

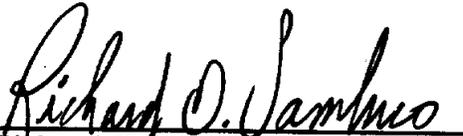
My experience has taught me that a work stoppage is not in the best interest of either side.

With that in mind, I am recommending a three (3) year agreement with reopeners on wages, health insurance and Fair Share in the second and third year of the Agreement.

One final note, my recommendations are predicated on the fact that all previously resolved issues are to be incorporated into the final Agreement.

I wish both parties success in their deliberations.

Report compiled and submitted in Belmont County, Ohio, effective March 20, 1998.

  
Richard D. Sambuco  
Fact-Finder

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
MAINTENANCE OF STANDARDS  
ARTICLE \_\_\_\_\_**

- A. Any individual contract between the Board and a bargaining unit member heretofore executed shall be subject to and made consistent with the terms of this Agreement or subsequent Agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.
- C. During the term of this Agreement, the Union waives and relinquishes the right to meet and negotiate and agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met, negotiated and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.
- D. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written or oral. This Agreement may be altered, changed, added to, deleted from or modified only through a voluntary and mutual written and signed amendment to this Agreement.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
HOURS OF WORK AND OVERTIME  
ARTICLE \_\_\_\_**

**A. Scope.**

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that bargaining unit members will be compensated for all hours they are required to work. Management will determine the normal work schedule and the normal work day and week.

**B. Normal Work Day.**

The normal workday for full-time bargaining unit members shall be eight (8) hours of work and sixteen (16) hours of rest in a twenty-four (24) hour period. All bargaining unit members shall perform work for the number of hours they are compensated. A bargaining unit member shall not receive payment for more than eight (8) hours per day while attending any work-related conference or meeting. Part-time bargaining unit members shall normally be scheduled a minimum of five (5) hours per day.

**C. Scheduling.**

1. The normal work day shall be a shift schedule as determined by management.
2. The Lawrence County Board of MR/DD will pay overtime at the rate of one and one-half the bargaining unit members regular hourly rate of pay for all hours worked in excess of forty (40) hours in a week, in accordance with the Fair Labor Standards Act
3. Bargaining unit members called out to work after their scheduled hours are entitled to a minimum of two (2) hours call-out pay in addition to any hours they work.

**D. Absenteeism.**

1. Whenever a bargaining unit member has just cause for reporting late or absenting him/herself from work, he/she shall, whenever practicable, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice, but at least two (2) hours in advance.
2. Any bargaining unit member who is absent from work shall give notice to his/her supervisor or the Superintendent as far in advance as possible of the date of his/her return to work so Management can rearrange the schedules and assignments for any bargaining unit member who has been temporarily filling the job.

3. Should a bargaining unit member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.
4. The burden of proof shall be on the employee.

**F. Necessary Overtime.**

1. All bargaining unit members may be required to work overtime to accomplish the Lawrence County Board of MR/DD's mission and task as directed by the Ohio Revised Code and federal regulations.
2. No bargaining unit member will be required to work more than sixteen (16) hours continuously, unless:
  - a. no other qualified bargaining unit member is available, and/or
  - b. an emergency situation or natural disaster exists, and/or
  - c. the work will be completed within a short time beyond the sixteen (16) hour limit.
3. Overtime will be paid in accordance with the Fair Labor Standards Act. There shall be no pyramiding of hours to obtain additional payment. Compensation shall not be paid more than once under any provision of this Article or Agreement.
4. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.
5. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval from the Employer before working any overtime.

**G. Call Out Pay.**

If an employee is called out by the Employer to report for work outside of his/her normal schedule which call-out does not abut his/her regular work day, he/she shall be guaranteed at least two (2) hours work at the applicable rate of pay.

**H. Full-Time Employees Defined.**

Full-time shall be defined as an employee who works thirty-five (35) or more hours per week at least thirty-six (36) weeks per year.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
TRANSPORATION ROTATION  
OF EXTRA FIELD TRIPS  
ARTICLE \_\_\_\_**

All extra trips not able to be handled by the full-time seasonal drivers shall be first offered to the driver, who is regularly assigned to the route in which the extra trip occurs. If the regular driver is not available, the trip shall be awarded to the other drivers on a rotation basis. Any driver that is interested in extra trips shall sign up on the extra trip list. After the initial list is established, any driver wanting to be added to the driver extra trip list shall be placed at the bottom of the list.

Extra trips which are performed by bargaining unit members will be assigned on a rotation basis from the extra trip list in order of division seniority, starting with the most senior driver and proceeding to the least senior driver. Separate extra trips shall be prepared for drivers. Drivers will, where possible, be given three (3) days notice of extra trips. A driver who rejects the extra trip assignment rotates to the bottom of the list. The extra trip list will be posted on the bulletin board on a weekly basis.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
VACATIONS  
ARTICLE \_\_\_\_\_**

A. Only full-time bargaining unit members are eligible for vacation benefits as contained in O.R.C. 325.19.

B. Only full-time service credit with the Lawrence County Board of MR/DD will be used in determining years of service in the schedule below:

0 - 1 years	No vacation
1 - 8 years	80 hours or 2 weeks
8-15 years	120 hours or 3 weeks
15-25 years	160 hours or 4 weeks
25 or more years	200 hours or 5 weeks

B-1 Part-time employees, five (5) days vacation during Christmas Break

B-2 Part-time employees, five (5) days vacation during the month of July to be determined by the Lawrence County Board of MR/DD

C. Full-time bargaining unit members must have worked one (1) complete year with the Lawrence County Board of MR/DD to be eligible to take vacation. Vacation will be accrued on a bi-weekly basis as follows:

At the completion of one (1) year, eighty (80) hours of vacation will be earned on the basis of 3.1 hours of vacation per eighty (80) hours worked. From one (1) to eight (8) years, 3.1 hours per pay period per eighty (80) hours worked or the prorated amount based on hours worked at 0.03875 hours per hour worked. From eight (8) to fifteen (15) years, 4.6 hours earned per eighty (80) hours worked or prorated at 0.0575 hours per hour worked. From 15-25 years, 6.2 hours earned per eighty (80) hours worked or the prorated at 0.0775 hours per hour worked. Over 25 years, 7.7 hours per eighty (80) hours worked or prorated at 0.09625 hours per hour worked. Twelve (12) month part-time employees must complete one (1) year of service to be eligible for ten (10) days vacation, as outlined in Paragraphs B-1 and B-2 of Paragraph B above.

D. Bargaining unit members must request vacation approval no less than forty-eight (48) hours prior to usage for a single day or one (1) week for vacation of two or more days. The request must be in writing and approved by the Superintendent or his designee.

E. Holidays occurring during an approved vacation week will be paid and an additional day of vacation can be taken at another time. Bargaining unit members cannot draw holiday pay and vacation pay for the same day.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
HOLIDAYS  
ARTICLE \_\_\_\_\_**

A. The Board will provide paid holidays for full-time bargaining unit members, provided each such member accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days. The holidays provided are those listed below:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Fourth Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Columbus Day	October 12
8.	Veterans Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Christmas Eve	December 24
11.	Christmas Day	December 25

B. Only unit members whose regularly scheduled work days actually fall on such holidays shall receive pay for these holidays.

C. If any of the holidays specified in paragraph A fall on a Saturday, the Friday immediately preceding shall be observed as the day off. If any of the holidays specified in paragraph A fall on a Sunday, the Monday immediately following shall be observed as the day off.

D. Part-time bargaining unit members shall receive pay for that part of the holiday they would normally be scheduled to work. Full-time bargaining unit members will receive pay for the hours they would normally be scheduled to work.

1. Bargaining unit members who work on a holiday will receive their regular holiday pay plus time and one-half for all hours they actually work.
2. To be eligible for the holiday premium listed in D-1 above the bargaining unit member must have worked all their scheduled hours the day before and the day after the holiday or be in approved pay status.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
SEVERANCE PAY  
ARTICLE \_\_\_\_\_**

- A. An employee of the Lawrence County Board of MR/DD, at the time of retirement from active service with the Lawrence County Board of MR/DD Program, may elect to be paid in cash for twenty-five percent (25%) of the value of his/her earned, but unused sick leave credit. The amount that is paid shall not exceed, for all payment, the value of thirty (30) days of accrued but unused sick leave.
- B. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the State or any political subdivisions.
- C. Such payment shall be based on the employee's base rate of pay at the time of retirement.
- D. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- E. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Ohio Revised Code Section 2113.04, or paid to the employee's estate.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
EARNED PERSONAL LEAVE  
ARTICLE \_\_\_\_\_**

Bargaining Unit members who work for three (3) months without using any sick leave will earn one (1) personal day off with pay. Personal days must be taken within three hundred sixty-five (365) calendar days after being credited or the employee will lose the day credited. A bargaining unit member must notify the Transportation Supervisor or Superintendent for approval to apply to take a personal leave day one (1) week in advance or twenty-four (24) hours in advance except in the case of an emergency. Personal leave may be used in no less than one (1) day increments.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
INSURANCES  
ARTICLE \_\_\_\_\_**

- A. The Lawrence County Board of MR/DD will provide for full-time employees a major medical type hospitalization plan, a dental plan and vision plan, and \$10,000 life insurance plan possessing substantially similar benefit levels as the present plans in place at the execution of this Agreement. The Board will pay up to 75% per month for full-time bargaining unit members for a family plan and up to 75% per month for a single plan, with the employee paying the remaining premium amount. The Board will pay up to 75% of the hospitalization premium for those part-time employees who work at least thirty (30) hours per week, twenty-six (26) weeks or more per year. For those employees who do not work at least thirty (30) hours per week, twenty-six (26) weeks or more per year, the Employer will pay fifty percent (50%) of the health insurance premium.
- B. The Board reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available to such plan is substantially the same as currently available to employees. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductions so long as the Board uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.
- C. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.
- D. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the Board, or any member or dependent of a member of the bargaining unit.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
DURATION  
ARTICLE \_\_\_\_\_**

- A. This Agreement constitutes the entire contract between the Board and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretations of this Agreement.
  
- B. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provisions shall be automatically terminated. The remainder of Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Board and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it.
  
- C. This Agreement shall remain in full force and effect from the date of signing for a period of three (3) years or thirty-six (36) consecutive months (subject to reopeners on wages, health insurance premiums and Fair Share provisions on the anniversary date of the second and third year), and shall renew from year to year thereafter unless either the Board or the Union serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.
  
- D. In witness whereof, the parties hereto by their duly authorized representatives, after adoption and approval of this entire agreement by the Board by resolution, pursuant to Section 4117.10(B) of the Ohio Revised Code, have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**LAWRENCE COUNTY BOARD OF MR/DD  
AND  
OAPSE LOCAL 4, AFL-CIO  
WAGES  
ARTICLE \_\_\_\_\_**

- A. All bargaining unit members are expected to work their scheduled hours per week for the Board, including daily and extra runs Monday through Friday, to be paid their hourly rate as listed in Appendix A.
  
- B. All bargaining unit members are responsible for cleaning (dusting and sweeping) their bus daily, checking the fluid levels, doing a walk-around observation and filling out a report of their observations daily. All bargaining unit members are required to wash their bus once per week, weather permitting. (Bargaining unit members are allowed one-half hour per day to perform the functions of this paragraph B.) Mechanics are expected to keep their work area clean and free of debris that could cause accidents.

**DRIVERS PAY SCHEDULE  
ARTICLE \_\_\_\_\_**

<u>EXPERIENCE</u>	<u>HOURLY RATE</u>
0	7.65
1	8.00
2	8.35
3	8.70
4	9.05
5	9.25
6	9.60
7	9.95
8	10.30
9	10.65
10	11.00
11	11.35
12	12.00

**DURATION  
ARTICLE \_\_\_\_\_**

The effective date of this Agreement shall be the date on which it is ratified and approved by the parties hereto. It shall remain in full force and effect (subject to reopeners on wages, health insurance premiums and Fair Share provisions in the second and third year) through \_\_\_\_\_, 2001.

The parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.



## RICHARD D. SAMBUCO

*"providing a communications link between labor and management"*

Mediator - Fact Finder - Arbitrator

Phone or Fax (614) 695-5101

### PROOF OF SERVICE

The undersigned hereby certifies that a copy of the enclosed Fact-Finder's Report has been delivered by Certified U. S. Mail this 18th day of March, 1998 to Mr. Robert Cross, Cross Management Consulting, 8593 Ohio River Road, Wheelersburg, OH 45694; and Mr. Clifton L. Barger, Field Representative, OAPSE, Franklin Field Office, 8401 Claude Thomas Road, Suite 34, Franklin, OH 45005-1415.

Richard D. Sambuco  
Richard D. Sambuco  
Fact-Finder